



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



February 11, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 February 11, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN
PACIFIC SOUTHWEST REGIONAL FUGITIVE TASK FORCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of a Memorandum of Understanding (MOU) for participation on the Pacific Southwest Regional Fugitive Task Force (RFTF) funded by the United States Marshals Service (USMS).

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff to execute the attached MOU with USMS, commencing upon execution by both parties, for participation on the RFTF. Department overtime costs associated with the RFTF shall be reimbursed by USMS.
2. Delegate authority to the Sheriff to execute the attached Joint Law Enforcement Operations Task Force Obligation Document (Funding Obligation Document) for Fiscal Year (FY) 2014 funding reimbursement of overtime costs in the amount not to exceed \$417,000 for the period of performance from October 6, 2013, through September 30, 2014.
3. Delegate authority to the Sheriff to sign and execute all amendments and modifications to the MOU and Funding Obligation Document, as necessary, for the effective participation on the RFTF.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department seeks to enter into the attached MOU for participation on the USMS supervised multi-jurisdictional and multi-agency task force that investigates and arrests persons who have active

State and Federal warrants. The purpose of the RFTF is to combine the efforts of Federal, State, and local law enforcement agencies to locate and apprehend the most dangerous fugitives and assist in high profile investigations. The Department will receive reimbursement for overtime costs incurred by Department personnel who provide full-time support to the RFTF.

Each participating agency agrees to refer cases for investigation to the RFTF. Cases will be adopted by the RFTF at the discretion of the RFTF Commander, and in accordance with the provision of the Presidential Threat Protection Act, the Adam Walsh Child Protection and Safety Act, and the U.S. Department of Justice. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. The RFTF may also assist non-participating law enforcement agencies in investigating, locating, and arresting their fugitives. Task force personnel will be assigned Federal, State, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains responsibility for the cases they refer to the RFTF.

Implementation of Strategic Plan Goals

This MOU relates to the Los Angeles County's Strategic Plan, Goal 3, Integrated Services Delivery. This MOU leverages resources from the Department and USMS to enhance public safety service. This MOU will provide revenue reimbursement to the Department for overtime costs incurred as full-time members of the RFTF.

FISCAL IMPACT/FINANCING

The Department will recover any overtime salary costs and other costs, with prior USMS approval, including but not limited to travel, fuel, training, and equipment directly related to work performed for the purpose of conducting an official investigation as part of the RFTF. USMS will pay Federal funds in the amount not to exceed \$417,000 for the 2014 Federal FY to defray the Department's overtime costs associated with the RFTF program. Reimbursement claims for expenses will be submitted monthly.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the MOU commences upon execution by both parties and continues indefinitely. Participating agencies may withdraw their participation in RFTF after providing 30 days advance written notice to the RFTF Commander. All Department personnel assigned to the RFTF shall comply with the Department's guidelines concerning the use of firearms, deadly force, and less-lethal devices. Each agency shall be responsible for the acts or omissions of its employees.

The Funding Obligation Document identifies the specific dollar amount allocated to the Department under the MOU for the 2014 Federal FY. Pursuant to the Funding Obligation Document, the Department may receive reimbursement in an amount not to exceed \$417,000 for Department overtime costs for the period of performance from October 6, 2013 to September 30, 2014.

Board approval is required for this MOU and its annual Funding Obligation Document as the amount of the Agreement exceeds the authority previously delegated by the Board to the Sheriff on May 16, 2000.

County Counsel has approved the attached MOU.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None. The Department will provide the personnel and resources required for participation on the RFTF.

CONCLUSION

Upon approval by your Board, it is requested that the Clerk of the Board return one original adopted Board letter to the Department's Contract Law Enforcement Bureau.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca".

LEROY D. BACA
Sheriff

LDB:RTM:RZ:rz

Enclosures

United States Marshals Service
Regional Fugitive Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
Los Angeles Sheriff's Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (See also) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (See also) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (See also) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the RFTF (Regional Fugitive Task Force). Cases will be adopted by the RFTF at the discretion of the RFTF Chief Inspector. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The RFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the RFTF Chief Inspector prior to assignment to the RFTF. Agency personnel may be removed at any time at the discretion of the RFTF Chief Inspector.

Direction and coordination of the RFTF shall be the responsibility of the USMS RFTF Chief Inspector. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF personnel, may be established at the discretion of the RFTF Chief Inspector and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS RFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the RFTF Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the RFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the RFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official RFTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the RFTF shall be retained by the agency in the RFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the RFTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the RFTF Chief Inspector and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquiries will be referred to the RFTF Chief Inspector. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

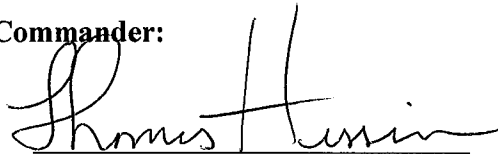
This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF Chief Inspector.

RFTF: Pacific Southwest Regional Fugitive Task Force

United States Marshal or RFTF Commander:

Thomas Hession

Print Name


Signature

10/01/2013

Date

Participant Agency:

Name: **Los Angeles Sheriff's Department**

Location (City & State): **Monterey Park, California**

Phone: **562-946-7001**

Participant Agency Representative:

Print Name & Title

Signature

Date

Assistant Director, Investigative Operations Division:

William D. Snelson

Print Name

Signature

Date

APPROVED AS TO FORM:

JOHN F. KRATTLI

County Counsel

By 

Deputy

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: JLEO-14-0043

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Los Angeles County Sheriff's Office

and

PSWRFTF

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 6, 2013

to

September 30, 2014

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2014	A3401	AFF-B-OP-1	JLEOTFS1	25302 - TFO Overtime	\$417,000.00

Total Obligation Amount: \$417,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:

Name: _____
Phone: _____
E-mail: _____

STATE/LOCAL CONTACT:

Name: _____
Phone: _____
E-mail: _____

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature:  Date: 11/7/2013
Kimberly Grunett, Chief, DIB Financial Management

Chief Deputy or RFTF Commander - Obligation Approval:

Signature:  Date: 11/7/2013
Jose Chavarria, Chief, Domestic Investigations Branch

Departmental Representative - Acknowledgement:

Signature: _____ Date: _____

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By 

Deputy